



Health Services
LOS ANGELES COUNTY

April 10, 2007

Los Angeles County
Board of Supervisors

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A MEMORANDUM OF UNDERSTANDING
(MOU) WITH THE EDWARDS AIR FORCE BASE 95TH MEDICAL
GROUP AND DELEGATED AUTHORITY FOR MOUs
WITH OTHER FEDERAL ENTITIES
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign a Memorandum of Understanding (MOU), substantially similar to Exhibit I, between the County of Los Angeles and the Edwards Air Force Base (AFB) 95th Medical Group, to allow the parties to share information, equipment, personnel, and Edwards AFB facilities during a disaster event, and to participate in joint disaster planning and disaster exercises, effective April 15, 2007 for a one year period, with no limit of successive one-year renewals thereafter, at no net cost to County.
2. Delegate authority to the Director of Health Services, or his designee, to enter into future MOUs, substantially similar to Exhibit I, with other Federal entities, as needed to ensure integration of these entities during disaster events, disaster planning and disaster exercises, subject to review and approval by County Counsel and the Chief Administrative Office, and notice to the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to establish a cooperative agreement between the County Department of Health Services (DHS) Emergency Medical Services (EMS) Agency and the Edwards AFB 95th Medical Group, for the purpose of sharing information, equipment, personnel, and Edwards AFB facilities in the event of a disaster or contingency operation.

The delegated authority will allow the County DHS EMS Agency to work with and enter into substantially similar MOU agreements with other Federal entities, such as the Veterans Administration.



www.ladhs.org

*To improve health
through leadership,
service and education.*

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

FISCAL IMPACT/FINANCING

There is no net County cost associated with this action. There is no exchange of money or monetary payment between the parties. Costs pertaining to the staffing and equipment required to support planned disaster exercises are provided through the County's bioterrorism grant from the Assistant Secretary Office for Preparedness and Response (ASPR), a division of the U.S. Department of Health and Human Services.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

In the event of a disaster, the County and DHS will act rapidly to coordinate and perform response and recovery activities. The magnitude and circumstances of the disaster event may present needs beyond the capacity of the County and DHS. The recommended MOU will provide guidance and agreement to share information, equipment, personnel, and Edwards AFB facilities during a disaster event and incorporate Edwards AFB and County Department of Health Services EMS Agency for such purpose, and provide a mechanism to participate in joint disaster planning and disaster exercises.

State law under Section 1797.153 of the California Health and Safety Code designates the local health officer and the local Emergency Medical Services agency responsible for preparing and implementing plans in the event of a health or medical disaster. Authority for the Edwards AFB 95th Medical Group to work with jurisdictions such as County DHS EMS Agency is granted under U.S. Air Force Instruction (AFI) directives, including AFI 10-802 and 10-404, and Joint Publication 4-02.2.

The U.S. Air Force requires that agreements use their MOU format, and therefore, the recommended MOU does not include the standard County provisions.

The term of this MOU is for a one year period, with no limit of successive one-year renewals thereafter. The term is subject to either party's termination for convenience upon 180 calendar days prior written notice.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.

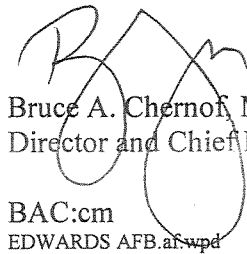
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The County will benefit by sharing information, equipment and personnel and possible relocation facilities if necessary, during a disaster event with Edwards AFB 95th Medical Group.

The Honorable Board of Supervisors
April 10, 2007
Page 3

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'BAC', is written over the printed name and title of the signatory.

Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:cm
EDWARDS AFB.af.wpd

Attachment

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. Type of Service:

Sharing of information, equipment, personnel, and Edwards Air Force Base (EAFB) facilities between the County Emergency Medical Services Agency and EAFB 95th Medical Group during a disaster event, joint disaster planning, and disaster exercises.

2. Address and Contact:

95th MDG/SGSM
Attention: Medical Readiness Office
30 Nightingale Drive
Edwards Air Force Base 93524
Phone: (661) 277-2010
email: 95mdss.sgsx

3. Term:

Effective April 15, 2007 through June 30, 2008, and shall be automatically renewed for consecutive one year terms, for an indefinite period of time.

4. Financial Information:

There is no net County cost. There is no exchange of money or monetary payment between the parties. Costs pertaining to the staffing and equipment required to support planned disaster exercises are provided through the County's bioterrorism grant from the Assistant Secretary Office for Preparedness and Response (ASPR), a division of the U.S. Department of Health and Human Services.

5. Primary Geographic Area to be Served:

Countywide.

6. Accountable for Program Monitoring:

DHS EMS Agency

7. Approvals:

Emergency Medical Services Agency: Carol Meyer, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Edward A. Morrissey, Senior Deputy County Counsel

CAO Budget Unit: Latisha Thompson

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE 95th MEDICAL GROUP
EDWARDS AFB, CA**

AND

**LOS ANGELES COUNTY
DEPARTMENT OF HEALTH SERVICES
EMERGENCY MEDICAL SERVICES AGENCY**

FOR OFFICIAL USE ONLY

1. PURPOSE

This Memorandum of Understanding (MOU) is made and entered into by and between Los Angeles County (County) Department of Health Services Emergency Medical Services Agency (EMS) and the 95th Medical Group (95 MDG), Edwards Air Force Base (EAFB).

Whereas, the parties recognize the vulnerability of the people and communities located within the County to damage, injury and loss of life and property resulting from disasters and/or civil emergencies and recognize that disasters and/or civil emergencies may present equipment, personnel and facility requirements beyond the capacity of the County.

The parties here do mutually desire to enter into an agreement for the purpose of working together during disasters which may include the use of facilities, equipment, and/or personnel at either County or EAFB in the event of a natural disaster or contingency operation.

2. AUTHORITY

Whereas, pursuant to Section 1797.153 of the California Health and Safety Code, EMS is the disaster coordinator for medical and health issues in the County and in this role is responsible for coordinating medical and health disaster preparedness, response and recovery activities.

Whereas, AFI 10-802, Military Support to Civil Authorities, Air Force Instruction (AFI) 10-404, Base Support and Expeditionary Site Planning, other directives as required Joint Publication 4-02.2 Joint Tactics, Techniques and Procedures for Patient Movement in Joint Operations chapters 1 and 3, and The National Strategy to Combat Weapons of Mass Destruction, provides for working with the jurisdictions that EAFB resides in.

3. GENERAL

- a. SCOPE: This MOU provides guidance and agreement on (1) the parties sharing of information and equipment used to respond to a disaster, (2) EAFB's sharing of its personnel, such as physicians, nurses and emergency medical technicians, with EMS, and (3) EAFB's sharing of its resources, such as storage facilities and alternative care sites, with EMS. This MOU will provide a mechanism for EAFB and EMS to participate in joint disaster planning, disaster exercises, and a mutual and cooperative response between the parties to a disaster.

b. ASSUMPTIONS:

- (1) It is Air Force policy to identify and track all active duty and available civilian assets. The Expeditionary Medical Operations Office is organized to report and track military and non military medical assets.

FOR OFFICIAL USE ONLY

- (2) It is appropriate under Federal Register, Vol.65, No.250, Section 164.512 (k) that a covered entity (civilian Military Treatment Facilities) use and disclose the protected health information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities to assure the proper execution of the military mission.
- (3) The undersigned parties agree to the policies and procedures hereafter stated in this MOU to allow County to utilize Federal facilities during a disaster event.

4. RESPONSIBILITIES:

- a. EAFB agrees to provide a centralized point of contact for reporting of all active duty military medical personnel assigned to EAFB specifically to the 95th Medical Group. The 95th Medical Group's Expeditionary Medical Operations Office will serve as the focal point for this information. The Point of Contact (POC) for County information will be EMS. The contact number for EMS is (323) 890-7500.
- b. 95 MDG Expeditionary Medical Operations Office agrees to notify EMS of any significant changes. EMS agrees to notify the Expeditionary Medical Operations Office in a County declared emergency or disaster event. The contact number for the Expeditionary Medical Operations Office is (661) 277-1865.
- c. For the purpose of identifying the scope of training both parties shall agree that California Health and Safety Code section 1797.160-1797.197 shall be utilized as the training and certification standard for certain medical personnel.
- d. INDEMNIFICATION: Each party agrees to indemnify, defend and hold harmless the other, and the other's Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with the indemnifying party's acts and/or omissions arising from/or relating to this MOU.
- e. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties understand and agree that each is independently responsible for compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to transactions and code set, privacy, and security. The parties acknowledge that each is a "covered entity" as defined by HIPAA (or its implementing resolutions) and is subject to the requirements of HIPAA. Each party further agrees to indemnify and hold harmless the other party, including their officers, employees, and agents, and elected officials for its failure to comply with HIPAA.

FOR OFFICIAL USE ONLY

5. AGREEMENT TIME FRAME:

- a. This MOU shall be valid for a time period covering one calendar year beginning on April 15, 2007 and shall continue in full force and effect for twelve (12) months, unless terminated in accordance with the terms set forth herein. This MOU shall thereafter be automatically renewed for consecutive one (1) year terms, for an indefinite period of time, without further action by the parties hereto.
- b. This MOU may be amended at any time by written agreement of EMS and 95th Medical Group, EAFB.
- c. EMS may terminate this MOU at any time, for any reason, with or without cause, by delivering to the 95th Medical Group, EAFB written notice specifying the desired termination date at least one hundred eight (180) calendar days in advance thereof.

6. EXECUTION

The parties having read and understood the foregoing terms of this Memorandum of Understanding do by their respective signatures dated below hereby agree to the terms thereof.

CLARA NIELSEN, Colonel, USAF
Commander, 95th Medical Group

Date

H. BRENT BAKER SR., Colonel, USAF
Commander, 95th Air Base Wing

Date

LESLIE D. LONG, Lt. Colonel, USAF
Staff Judge Advocate, 95th Air Base Wing

Date

CAROL MEYER, BSN, MPA
Director, Emergency Medical Services Agency

Date

FOR OFFICIAL USE ONLY